

SCHEDULE 6 – LOCAL DELIVERY SERVICE FOR LETTER MAIL TERMS AND CONDITIONS

1 Introduction

- 1.1 These special service terms and conditions are supplementary to the Australia Post Terms and Conditions and to the extent that any aspect of this special service is not expressly included herein, the Australia Post Terms and Conditions apply.
- 1.2 These special service terms and conditions apply when:
- 1.2.1 a customer makes a written application to use the special service in or on a form prescribed by Australia Post for that purpose;
 - 1.2.2 Australia Post accepts that application; and
 - 1.2.3 the customer pays the fee, charge, premium, rate or price charged by Australia Post for the special service.

2 Interpretation

- 2.1 Except as where expressly defined, all words and phrases used in this Agreement shall have the same meaning, if any, given to them in the *Australian Postal Corporation Act 1989* and in the Australia Post Terms and Conditions provided, however, that where there is any inconsistency, the meaning shall be as defined in the agreement to the extent of that inconsistency.
- 2.2 In these terms and conditions, unless the contrary intention appears -
- 2.2.1 where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have a corresponding meaning;
 - 2.2.2 words importing a gender include any other gender; and
 - 2.2.3 words in the singular number include the plural and words in the plural number include the singular.
- 2.3 "**agreement**" means an agreement between Australia Post and a customer pursuant to clause 1.2.
- 2.4 "**class of letter mail**" means letter mail comprised of one size of letter only be it small letter or large letter size.
- 2.5 "**customer**" means a person who is approved by Australia Post as a customer of the service and any permitted transferee in respect thereof;
- 2.6 "**insolvency event**" means for any corporation, the liquidation, administration, official management, compromise, arrangement, amalgamation, reconstruction, winding up or dissolution or analogous occurrence of that corporation, and for a natural person means an assignment for the benefit of creditors, an arrangement or composition with creditors, bankruptcy, incapacity to deal with one's affairs, gaoling, death or analogous occurrence;
- 2.7 "**service**" means the local delivery service which is a special service for letter mail in country areas only.

2.8 "small letter" means an article for carriage within Australia that:

2.8.1 weighs not more than 125 grams;

2.8.2 is not more than 5mm thick; and

2.8.3 its other two dimensions form an oblong:

- (i) two of those sides are shorter than the other sides and not more than 130mm long; and
- (ii) the longer sides of which are not less than 138mm and not more than 240mm long;
- (iii) and for all other purposes means a standard letter.

2.9 "large letter" means an article for carriage within Australia that:

2.9.1 weighs not more than 500 grams;

2.9.2 is not more than 20mm thick; and

2.9.3 its other two dimensions form a rectangle:

- (i) two of those sides are shorter than the other sides and not more than 260 mm long;
- (ii) the longer sides of which are not more than 360mm long; and
- (iii) at least one dimension is greater than a small letter,

2.10 "letter mail" means articles that are small letters or large letters.

3 Rates and Charges

3.1 The customer shall pay to Australia Post the postal charges for the provision of the service as determined and published by Australia Post.

3.2 Notwithstanding any termination of this Agreement, a person shall remain liable to pay to Australia Post any charges, fees or postage due for articles carried pursuant to these terms and conditions.

4 Conditions of Service

4.1 Letter mail lodged pursuant to this Agreement must be:

4.1.1 solely for carriage by the local delivery service for letter mail;

4.1.2 lodged in, and addressed to, postcode areas determined by Australia Post for the purpose of the service; and

4.1.3 of the same class of letter mail.

4.2 The sender must reside, or carry on business:

4.2.1 in one of the postcode areas which has a direct delivery from the office at which the letters are to be lodged; or

4.2.2 in a postcode area adjoining a postcode area in clause 4.2.1 above, provided such a postcode area has been determined by Australia Post for the purpose of the service.

4.3 Each letter must be addressed for delivery:

- 4.3.1 through a post office box, locked bag, private mail bag or at the counter at the office of delivery or to premises receiving mail, or by roadside mail delivery, from the office of lodgment; or
- 4.3.2 through a post office box, locked bag or private mail bag at, or by counter mail delivery from, an office, other than the office of lodgment, that is in the area within which letters are delivered from the office of lodgment, provided that office is in a postcode area that has been determined by Australia Post for the purpose of the service.
- 4.4 The number of letters to be lodged at any one time must be not less than:
- 4.4.1 10 letters for delivery within a small community; or
- 4.4.2 50 letters for delivery elsewhere, and
- 4.4.3 The letters in the lodgment must be all from the one sender whose return address is:
- (i) located in one of the postcode areas described in clause 4.2; and
 - (ii) marked on the surface on which each such letter is addressed in such a manner as to readily distinguish the return address from the address of delivery.
- 4.5 Lodgment of a number of letters at an office may be made:
- 4.5.1 by handing them to an employee at a counter at that office;
- 4.5.2 where the office does not provide counter lodgment facilities, by handing them to an employee at a counter of an office designated by Australia Post for that purpose;
- 4.5.3 by placing them in a bag used in conjunction with a private mail bag or community bag service provided from that office; or
- 4.5.4 by delivering them to a mail contractor or postal delivery employee who is required to hand them in at that office.
- 4.6 A letter shall be treated as having been lodged for delivery in a small community if it is addressed to a post office box, locked bag or private mail bag, or for counter delivery at, or delivery from, an office where there are less than 1,000 delivery points.

5 No Aggregation

- 5.1 Where a person, who engages in the business of preparing and lodging letters on behalf of other persons for reward or otherwise, lodges letters on behalf of one or more persons at the same time, the number of letters lodged for the purposes of clause 4.4 shall not be aggregated by adding together the number of letters lodged on behalf of other persons.

6 Termination

- 6.1 Australia Post may, in its sole and absolute discretion, terminate this Agreement and/or any approval granted to a customer to use the service, effective immediately, on written notice to the customer where:

- 6.1.1 the customer breaches or otherwise acts in a manner contrary to the Act, Regulations, Australia Post Terms and Conditions, or other written instructions published by Australia Post from time to time; or
 - 6.1.2 the customer fails, refuses, neglects or otherwise omits to properly discharge and perform any of its obligations under this Agreement; or
 - 6.1.3 the customer fails, refuses, neglects or otherwise omits to remedy any breach of this Agreement as and when required to do so by Australia Post; or
 - 6.1.4 an insolvency event occurs in relation to the customer.
- 6.2 Australia Post may, without cause, in its sole and absolute discretion, terminate this Agreement and/or any approval granted to a customer to use the service on fourteen days written notice to the customer.

7 Limitation of Liability Release and Indemnity

- 7.1 Subject to clause 7.2 and Australia Post Terms and Conditions, Australia Post shall not be liable to any person (whether in contract, tort or otherwise) for any loss or damage suffered, or that may be suffered, as a result of any act or omission, whether negligent or otherwise, by or on behalf of Australia Post in relation to the provision of the service, or any other matter or thing relating to this Agreement.
- 7.2 To the extent permitted by law, Australia Post expressly disclaims all conditions and warranties, express or implied, in respect of the service and the carriage of letters pursuant to this Agreement. Where the law precludes such exclusion and implies certain conditions and warranties into this Agreement, the liability of Australia Post for breach of such condition or warranty shall be limited, if legally permissible, to:
- 7.2.1 supplying the service again; or
 - 7.2.2 payment of the cost of having the service supplied again.
- 7.3 To the extent permitted by law, the customer shall release and indemnify Australia Post against any loss or damage whatsoever which Australia Post may suffer as a result of any action, proceeding, claim, demand or prosecution arising from the provision of the service, or any other matter or thing arising as a result of this Agreement, including loss or damage arising from the negligent acts or omissions of Australia Post, pursuant to this Agreement.

8 Force Majeure

- 8.1 Australia Post shall not be in default under the terms of this Agreement nor liable for failure to observe or perform in accordance with any provision of this Agreement for any reason or cause which could not with reasonable diligence be controlled or prevented by it, including without limitation, war, insurrection, riot, civil commotion, strikes, lock-outs, labour or industrial disputes, acts of God, acts of Governments or flood, storm, tempest, power shortages or power failure, inability to obtain sufficient labour, raw materials, fuel or utilities. During the period of an incident or incidents of "Force Majeure" this Agreement shall be suspended and delivery will recommence after the incident or incidents of "Force Majeure" end.

9 Merger

- 9.1 All the rights, immunities and limitations of liability in this Agreement shall continue to have their full force and effect in all circumstances notwithstanding any breach of contract or of any conditions hereof by Australia Post.

10 Variations

- 10.1 These terms and conditions may be varied or added to by Australia Post by notice in writing to the customer.

11 Notice

- 11.1 Any notice required to be served by or under these terms and conditions shall be sufficiently given to the customer if left at or sent by post addressed to the customer at its last known or usual place of address, and to Australia Post if sent by post to the appropriate State Administration at its current address.

12 Conditions of Carriage

- 12.1 This Agreement shall not constitute or imply any Agreement between Australia Post and the customer (or any undertaking or obligation whatsoever on the part of Australia Post) with respect of the carriage of any postal article. The *Australian Postal Corporation Act 1989*, the Regulations and the Australia Post Terms and Conditions and other written instructions published by Australia Post shall apply to the carriage of articles issued pursuant to the service except to the extent that they are inconsistent with this Agreement.

13 Whole of Agreement

- 13.1 Subject to clause 1.1 this Agreement contains the whole of the agreement between the parties in relation to the special service and any representation or warranty made by either party prior to entering into this Agreement shall have no force or effect unless otherwise stated herein.

14 Law

- 14.1 This Agreement is governed by, and shall be construed in accordance with the laws in force in the State of Victoria which this Agreement is entered into and the courts and registries of courts in that State.